



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BPM HOME INVESTING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an Order of Possession, pursuant to section 56.

The tenant did not attend this hearing, which lasted approximately 21 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she is the property manager for the landlord company owner named in this application and that she had permission to speak on its behalf.

This matter was filed as an expedited hearing under Rule 10 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("Rules"). The landlord filed its application on June 25, 2019 and a notice of hearing was issued by the RTB on July 2, 2019. The landlord was required to serve that notice, the application, and all other required evidence in one package within one day of receiving the documents from the RTB, and to provide a signed proof of service confirming same, as per RTB *Rules* 10.2, 10.3 and 10.9.

The landlord testified that she personally served the tenant with the landlord's application for dispute resolution hearing package on July 3, 2019. The landlord provided a signed, witnessed proof of service confirming that her friend witnessed the service. In accordance with section 89 of the *Act* and in compliance with the deadlines in RTB *Rule* 10, I find that the tenant was personally served with the landlord's application on July 3, 2019.

Issues to be Decided

Is the landlord entitled to an early end to tenancy and an Order of Possession?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of the landlord, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings are set out below.

The landlord testified regarding the following facts. This month-to-month tenancy began in June 2017, with the former landlord numbered company as per the original written tenancy agreement. No new written tenancy agreement was signed when the landlord company named in this application assumed the tenancy. The landlord who appeared at this hearing, began managing this rental unit on April 1, 2019. Monthly rent in the current amount of \$620.00 is payable on the first day of each month. A security deposit of \$300.00 and a pet damage deposit of \$150.00 were paid by the tenant and the landlord continues to retain both deposits. The tenant continues to reside in the rental unit. The rental unit is an apartment in a 16-unit apartment building.

The landlord testified that the tenant has put the landlord's entire apartment building at risk. She said that 8 out of 16 total units in the building have a bed bug problem, due to the tenant's unit having bed bugs. The landlord explained that the pest control company said that this is the worst problem they have seen in 30 years and it was an urgent issue. She said that units two floors above and on both sides of the tenant's unit are infested with bed bugs. She stated that four tenants are moving out of the building this month, due to this issue.

The landlord maintained that the tenant previously refused entry by pest control to spray and treat her unit because she did not want to be blamed by her neighbours for causing the problem. She said that the tenant has now agreed to let pest control in but they need to spray at least three to four more times and they need the unit to be empty so that they can remove the drywall and baseboards. The landlord provided two invoices for bed bug treatments, one in the tenant's unit on June 17, 2019, and the second invoice for other units on June 12, 2019. She confirmed that she has inspected the unit herself, taken photographs of the infestation which were provided for this hearing, seen bed bugs all over the tenant's body and unit, and helped the tenant clean the unit and throw out furniture in order to deal with the extremely dirty condition of the unit. She stated that the tenant refuses to throw out certain items which have bed bugs on them. She claimed that the tenant visits a friend in another building with bed bugs and brings them back into her unit, saying it is not a problem.

The landlord confirmed that she issued the tenant with a 1 Month Notice to End Tenancy for Cause, dated June 29, 2019 ("1 Month Notice") on the same date in person. She stated that the notice has an effective move-out date of July 31, 2019. She said that the notice was issued because the tenant put the landlord's property at significant risk because of the bed bug issue. She claimed that no RTB application has been filed based on the 1 Month Notice because the landlord pursued this application for an early end to tenancy. She maintained that this was an urgent issue as per pest control and the landlord, since the entire building is still at risk and two other units, besides the tenant's unit, still have ongoing bed bug problems.

Analysis

Section 56 of the *Act* requires the landlord to show, on a balance of probabilities, that the tenancy must end earlier than the thirty days indicated on a 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), due to the reasons identified in section 56(2) of the *Act* **AND** that it would be unreasonable or unfair for the landlord or other occupants to wait for a 1 Month Notice to take effect, as per section 56(2)(b).

To satisfy section 56(2)(a) of the *Act*, the landlord must show, on a balance of probabilities, that:

- (a) the tenant or a person permitted on the residential property by the tenant has done any of the following:*
 - (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;*
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;*
 - (iii) put the landlord's property at significant risk;*
 - (iv) engaged in illegal activity that*
 - (C) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;*

The landlord stated that the tenant put the landlord's property at significant risk as per section 56(2)(a)(iii) of the *Act*. The tenant issued a 1 Month Notice for the above reason, which is to take effect on July 31, 2019.

On a balance of probabilities and for the reasons stated below, I find that the landlord's application meets the second part of the test under section 56(2)(b) of the *Act*. I find

that the landlord provided sufficient evidence that it would be “unreasonable” or “unfair” to wait for a 1 Month Notice to take effect or to be determined if the tenant fails to move out, as the landlord has not yet filed an RTB application for the 1 Month Notice.

I find that the landlord provided sufficient evidence regarding the urgency and seriousness of this situation. The landlord has provided photographs of the bed bugs inside the tenant’s unit and has witnessed the problem herself, when she has attended at the rental unit several times. The tenant refuses to throw out infested items in her unit and the landlord has attempted to help her clean her unit for treatments.

The tenant’s failure to allow pest control in her rental unit may have contributed to or exacerbated the infestation of bed bugs in the tenant’s rental unit and potentially half of the apartments in the entire building. Four tenants are moving out of the building this month, due to the bed bug issue. The tenant’s rental unit will require three to four more treatments in order to get the bed bug problem under control. The pest control company has deemed this problem to be urgent, the worst problem in 30 years, and requires the tenant’s unit to be vacant in order to remove the drywall and baseboards because it is still extremely cluttered and dirty, making any current treatments ineffective. The tenant visits her friend in another unit and brings home the bed bugs on her person.

Accordingly, the landlord’s application for an early end to tenancy is allowed. The landlord is granted an order of possession effective two (2) days after service on the tenant.

Conclusion

The landlord’s application is allowed.

I grant an Order of Possession to the landlord effective two (2) days after service on the tenant. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 16, 2019

Residential Tenancy Branch